



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR

Introduction

This is the tenant's application for a monetary order for money owed or compensation for damages or loss under the Act, regulation or tenancy agreement.

Both parties appeared, gave affirmed testimony and were provided the opportunity to present their evidence orally and make submissions to me.

Preliminary matter

The landlord submitted documentary evidence that was received by the Residential Tenancy Branch, on November 7, 2011, not in accordance with the Rules, and the tenant was not served with the evidence package as the landlord was not provided a forwarding address. I did not admit or consider the landlord's documentary evidence.

The tenant did not submit any documentary evidence for this hearing.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damages or loss under the Act, regulation or tenancy agreement?

Background and Evidence

The tenancy commenced in August 2010, and the agreement was for a one year term. Rent was payable in the amount of \$875.00 per month, and at the end of the initial year the tenancy continued on a month to month basis.

The tenant testified that she moved out of the rental unit on October 31, 2011, as she was served with a notice to end tenancy and that was the effective date specified in the notice.

The tenant testified that she wants to be compensated for: laundry and garbage expenses, a rent deposit that was paid; the inconvenience of sharing a hot water tank with another suite; not having hot water for 2 months; and for a bed bug infestation.

Laundry and garbage expenses

The tenant testified that she is entitled to be compensated in the amount of \$450.00 for laundry services and garbage fees.

The tenant testified that the complex where she was renting did not have laundry facilities and that the landlord gave her permission to use the coin operated laundry facilities that they had in another rental building down the road.

The tenant testified that she also took her garbage to this building and placed it in the garbage bins there for disposal.

The tenant testified that the other rental building burnt to the ground in January 2011, and wants the landlord to reimburse her for the extra cost to do her laundry elsewhere and for the garbage fee she had to pay at the complex where she resided.

The landlord (A) testified that the complex that the tenant rented does not have laundry facilities and that the tenancy agreement that was entered into by the parties does not include laundry facilities or garbage disposal.

The landlord (A) testified that the tenant was not supposed to be using the other complex to do her laundry or drop off her garbage. But after a heated discussion with the tenant they did not stop her for going there to use the laundry facilities, and since the building burnt down it was no longer possible in any event.

Rental Deposit

The tenant testified she paid a deposit of \$435.50 at the start of her tenancy and wants her damage deposit back.

The landlord (2) testified that the tenant paid a security deposit in the amount of \$450.00.

The landlord (2) testified that the tenant has not provided a forwarding address.

Shared hot water tank

The tenant testified that she wants to be reimbursed \$500.00 for the inconvenience of having to share a hot water tank with unit #4. She alleges that sometimes the water was cold in her unit since the tenant in unit #4 had used up all the hot water.

The landlord (A) testified that this building is very old and that the hot water tank has always been shared by these two units.

The landlord (A) testified that unit #4 pays for the hydro for heating the hot water tank for both units and that unit #4 is compensated in their rent for the extra cost that they occur, since the tenants are responsible for paying their own utilities.

2 months no hot water

The tenant testified that she had no hot water for 2 months at her kitchen sink, as the faucet was broken. She said that she contacted the landlord and that the landlord told her to have her boyfriend fix it.

The tenant testified that the faucet broke in January 2011, and was fixed in February 2011. In contradiction to this, she later testified that it broke on December 31, 2010.

The tenant testified that her boyfriend did buy some parts to fix the faucet, and that he made some attempts to fix it, but it never worked.

The landlord (B) testified that she went over to see the broken faucet and the tenant's boyfriend offered to fix it. That it was a short time after that when she followed up with the tenant and it was only then that she found out it was still not fixed. She ordered a new faucet and had it installed on February 9, 2011. The landlord (B) testified it was not two months, but it was approximately ten days, and the delay was the fault of the tenant for not informing them that it was not fixed.

Bed bug infestation

The tenant testified that unit #4 was infested with bed bugs, and the infestation had spread to her unit as well to other units in the complex. She alleges the landlord had been neglectful in not dealing with the problem sooner.

The tenant testified that she found one bug and took it to the Ministry of Social Services, where they gave her \$25.00, in order for her to get a bag that would protect her mattress.

The tenant testified that she contacted the landlord (C) and that she came over within a week, and she was happy with the landlord's quick response. The tenant at that time showed the landlord the bites that she had on her arms.

The tenant testified that together they did an inspection of her unit, and that they found one dead bed bug, in the dust under her bed.

The tenant testified she had to bag everything in order to kill the bugs and that the landlord was applying a spray to her unit, but alleged the dusting powder was not applied to the area until about six weeks later.

The landlord (C) testified that the tenant did not show her any bites and that they found no bed bugs in her unit. However, they did decide to treat the unit to be on the safe side.

The landlord (A) testified that there was a problem with bed bugs in unit #4, but they had their maintenance man apply a spray to that unit and it was followed up with additional treatments.

Analysis

In a claim for damage or loss under the Act or tenancy agreement, the party claiming for the damage or loss has the burden of proof to establish their claim on the civil standard.

To prove a loss and have one party pay for the loss requires the other party to prove four different elements:

- Proof that the damage or loss exists,
- Proof that the damage or loss occurred due to the actions or neglect of the Respondent in violation of the Act or agreement,
- Proof of the actual amount required to compensate for the claimed loss or to repair the damage, and
- Proof that the Applicant followed section 7(2) of the Act by taking steps to mitigate or minimize the loss or damage being claimed.

In the circumstances before me the tenant has the burden of proving her claim.

Laundry and garbage expenses

Laundry services and free garbage services were not part of the tenancy agreement, and the complex that the tenant resided in had no facilities to do laundry and the garbage disposal was the tenant's responsibility.

I find that the landlord has not breached the terms of the tenancy agreement or Act and I find that the tenant has not proved any loss, damages or neglect of the landlord.

Rental Deposit

The tenant has not provided a forwarding address in writing to the landlord and refused to supply a forwarding address to the landlord during this hearing. I find landlord has not breached any term of the tenancy agreement or the Act.

Shared hot water tank

The tenant testified that it was inconvenient for her to share a hot water tank with unit #4. It is not unreasonable that units share hot water tanks. The tenant in unit #4 pays for the hydro. I find that the tenant has not proved any loss, damages or neglect of the landlord.

2 months no hot water

I find that I accept the landlord's testimony over that of the tenant. The tenant's testimony was often inconsistent. I find that the boyfriend did offer to fix the faucet, but after attempting to fix the faucet was unable to. I find that it is only when the landlord follow-up on the situation that they found out it was still not fixed.

The landlord, at that the time promptly ordered a new faucet and had the faucet installed. The tenant did not take the necessary steps to inform the landlord that her boyfriend was unable to fix the faucet. The tenant did not submit any proof that parts were purchased. The boyfriend did not provide any evidence on this issue. I find that the tenant has not proved any loss, damages or neglect of the landlord.

Bed bug infestation

I find that the tenant has not proved that the landlord was negligent, and the landlord did have unit #4 treated. As soon as the landlord was notified by the tenant that she had bed bugs they started to treat her apartment. There was no indication from the tenant that any further bed bugs were found after treatment was applied.

Therefore, based on the above I am dismissing the tenant's application for compensation for damages or loss under the Act, regulation or tenancy agreement.

As to the tenants claim against money owed, I grant leave to re-apply for the security deposit, when she has provided the landlord with her forwarding address in writing as required under the Act.

Conclusion

I dismiss the tenant's application for a monetary order for compensation for damages or loss under the Act, regulation or tenancy agreement.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 09, 2011.

Residential Tenancy Branch